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LENORA RITA DRENNING LIVING TRUST
Dated the 16th day of November, 1996
As Amended and Restated the 13th day of February, 2009

LENORA RITA DRENNING, GRANTOR

LENORA RITA DRENNING, TRUSTEE

PREPARED BY:
A. STEPHEN McDANIEL, ATTORNEY
5521 Murray Avenue
Memphis, TN 38119
(901) 767-8200

Stroud

TRUST AGREEMENT

THIS AGREEMENT is made this 13th day of February, 2009, by and between LENORA RITA DRENNING a/k/a LENORA R. DRENNING of Shelby County, Tennessee, hereinafter called the "Grantor," and LENORA RITA DRENNING a/k/a LENORA R. DRENNING, of Shelby County, Tennessee, hereinafter called the "Trustee."

WITNESSETH:

WHEREAS, the Grantor established a Revocable Trust on November 16, 1996;
and

WHEREAS, the Grantor wishes to amend and re-state said trust and by execution of this document, revokes the provisions of the prior trust and replaces it with this instrument as the restated trust.

WHEREAS, the Grantor, simultaneously with the execution of this agreement, deposits with the Trustee certain assets, which assets may be described on Schedule "A" attached hereto and incorporated herein by reference. The failure to complete Schedule "A" shall not affect the validity of the trust instrument or the transfer of any assets to the trust.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, the acceptance of this trust by the Trustee, and the promise of the Trustee to hold the trust

estate and to perform the duties of the Trustee as herein set forth, the Grantor and Trustee agree as follows.

END OF INTRODUCTORY PARAGRAPHS

ITEM ONE
STATEMENTS OF GRANTOR

1.01 Name of Trust. This trust shall be known as the LENORA RITA DRENNING LIVING TRUST. It shall be sufficient to refer to this trust by its name without disclosing the name of the Trustee or any beneficiary.

1.02 Date of Trust. The date of this trust is November 16, 1996. References to this trust by date of this or any other amendments shall be construed to refer to the trust as originally established, amended and restated.

1.03 Marital Status. The Grantor is a widow. Her husband, PAUL THOMAS DRENNING died July 4, 2000.

1.04 Citizenship. The Grantor is a resident of Tennessee and is a U. S. citizen.

1.05 State Law. The trust is established under and administered under the laws of the State of Tennessee.

1.06 Children. The Grantor has four (4) children, as follows: DIANE D. MORTIMER, PAULA A. KEEFE, PAMELA D. WALKER and DAVID H. DRENNING.

1.07 Beneficiaries. The principal beneficiary of this trust is the Grantor. Following the death of the Grantor, the principal beneficiaries shall be as outlined below.

1.08 Purpose of Trust. The purpose of this trust is to establish a Revocable Grantor Trust to: (1) simplify the management of the Grantor's assets; (2) provide for a

Trustee to manage the Grantor's financial affairs should the Grantor be disabled or incapacitated; and (3) avoid Probate.

1.09 Statement of Grantor. The Grantor acknowledges that assets held jointly with right of survivorship will pass to the surviving joint owner and will not be directed by this trust. Assets payable by beneficiary designation will pass to the named beneficiary and will not be directed by this trust.

1.10 Transfer of Assets and Fiduciary Relationship.

(a) The Grantor, by the execution of this instrument, transfers, quitclaims and assigns to this trust all of the Grantor's assets, including real and personal property of every nature and type whatsoever, but excluding the transfer of assets which would result in income tax consequences to the Grantor, such as retirement accounts, IRAs and certain types of annuities.

(b) Should title to any assets transferred to the trust not be effectively or legally changed, and should any assets continue to be held in the name of LENORA RITA DRENNING, without the designation of the trust or the Grantor as Trustee, it is acknowledged and agreed that any such assets held in the sole and separate name of LENORA RITA DRENNING are intended to be held and are held by LENORA RITA DRENNING in the capacity as a Trustee of said trust.

END OF ITEM

ITEM TWO
MODIFICATION AND REVOCATION

2.01 Modification. This trust may be amended only by written instrument signed by the Grantor and the Trustee.

2.02 Revocation. This trust is revocable. The Grantor does not relinquish any rights to revoke or terminate this Trust Agreement. This trust may be revoked by the Grantor giving notice in writing to the Trustee of the intention to revoke. Upon giving notice, the Trustee shall have a reasonable time to close the books, records and accounts of the trust and deliver the assets of the trust estate to the Grantor or the Grantor's assigns.

END OF ITEM

ITEM THREE
DISPOSITION OF TRUST, INCOME AND/OR CORPUS
DURING LIFE OF GRANTOR

3.01 Trust Management. During the life of the Grantor, the Trustee shall hold, manage and distribute trust assets pursuant to the provisions of this Item.

3.02 Distribution of Income During Lifetime of Grantor. The Trustee shall pay the net income of this trust estate to or for the benefit of the Grantor or as the Grantor shall direct.

3.03 Accumulation of Income. Income not distributed shall be added to corpus.

3.04 Encroachment on Corpus During Life of Grantor. The Trustee shall pay so much of the corpus of this trust estate to or for the benefit of the Grantor or as the Grantor shall direct.

3.05 Distribution of Income and Corpus During Disability of Grantor. In the event that the Trustee determines that the Grantor, because of sickness, advanced age or other infirmity is no longer legally capable of directing the disposition of the income or corpus, the Trustee is authorized to distribute such portions of the income and/or corpus of this trust estate for the benefit of the Grantor to provide for the reasonable health, support, medical care, maintenance in health and expenses of invalidism of the Grantor in the standard of living to which the Grantor has become accustomed; all as the Trustee, in the reasonable discretion of the Trustee, deems appropriate and in the best interest of the Grantor.

3.06 Gifting During Disability of Grantor. In the event that the Trustee determines that the Grantor, because of sickness, advanced age or other infirmity is no longer legally capable of directing the disposition of the income and/or corpus, and if the value of the Grantor's projected gross estate, as determined for Federal Estate Tax purposes or Tennessee Inheritance Tax purposes, is estimated by the Trustee to exceed the maximum amount which can pass tax free, the Trustee is authorized to initiate or continue a gifting program to the Grantor's family upon the following terms and conditions:

(a) The potential donees of any gift must be the children of the Grantor, children's spouses, children's issue, or the spouses of the issue of the children of the Grantor.

(b) Subject to the limitations imposed in paragraph (c) below, the maximum amount which can be gifted to any potential beneficiary in any calendar year shall not exceed the maximum amount excludable from taxable gifts by Internal Revenue Code Section 2503(b), as amended.

(c) If a Trustee is a potential donee listed in paragraph (a) above, the Trustee may not vote on or make a gift to himself/herself if it is in excess of the maximum amount which does not constitute a lapse of a power of appointment under Section 2041(b)(2) or 2514(e), as amended, (presently the greater of \$5,000 or 5% of the aggregate value of the assets out of which the lapsed power could be satisfied).

(d) Gifts to spouses of the children or issue of the Grantor are not required. There is no obligation to equalize gifts between potential beneficiaries or family units.

3.07 Disposition of Trust Estate Following Death of Grantor. Following the death of the Grantor, the Trustee shall hold, manage and distribute the trust estate, together with any assets distributable to the Trustee from the estate of the Grantor by reason of a pour-over provision in the Grantor's Last Will and Testament, or otherwise by reason of this trust being designated as a beneficiary on any life insurance policies or other benefits of any nature whatsoever, pursuant to the terms set forth herein.

END OF ITEM

ITEM FOUR
PAYMENT OF DEBTS, EXPENSES AND TAXES

4.01 Debts and Expenses. Following the death of the Grantor and to the extent that assets of the Grantor's probate estate are insufficient or not of a type which should be utilized for such purpose, the Trustee is authorized to pay all debts which are legally owing by the Grantor. Mortgages or debts secured by deeds of trust may be paid or retained, in the discretion of the Trustee. The Trustee is authorized to pay the Grantor's funeral expenses and the expenses of the administration of the Grantor's estate. The Trustee may, to the extent that the exercise of such power does not reduce the Charitable Deduction afforded the estate, pay all or any portion of the estate administration expenses out of the income and/or corpus of this trust during the period of administration. The Trustee may, in conjunction with the Personal Representative of the Grantor, elect to deduct administration expenses either for Federal Estate Tax purposes or Federal Income Tax purposes, or partly for one or partly for the other. Estate Transmission expenses, as defined in the Regulations issued under Section 2055 of the Internal Revenue Code, as amended, may not be paid from the assets or the share distributable in satisfaction of any bequests which qualify for the Charitable Deduction.

4.02 Taxes. The Trustee is authorized to pay all Federal and State Estate, Inheritance, Legacy and Succession taxes (excluding Generation-Skipping taxes which shall be charged to the property constituting the transfer subject to the tax in the manner provided by applicable law) which may be imposed and which are payable by reason of

the Grantor's death, with respect to any distribution under the Grantor's Will, under this trust, or otherwise, including taxes on proceeds of life insurance, whether or not the assets with respect to which said taxes are levied are part of this trust at the Grantor's death. Taxes shall be charged against and paid for the property comprising the trust residue distributed under the later provisions of this trust. Assets passing to or for the benefit of a qualified charity which qualify for the Charitable Deduction shall not bear any portion of the taxes. The Grantor waives any right of reimbursement for recovery of or contribution toward the payment of any taxes, except for rights of recovery under Sections 2207, 2207A and 2207B of the Internal Revenue Code, as amended.

4.03 Special Provisions. In granting the discretion with respect to the payment of debts, expenses and taxes, the Grantor directs the Trustee to make decisions which effectively accomplish the overall intent of the Grantor with respect to the administration of this trust and the proper disposition of the debts, expenses and taxes of the Grantor. In this regard, the discretion and latitude granted to the Trustee herein is intended by the Grantor to be a tool to allow the Trustee to see that the Grantor's overall objectives and desires are accomplished and that the tax benefits are maximized.

END OF ITEM

ITEM FIVE
PERSONAL EFFECTS

5.01 Transfer to Trust. Upon the execution of this trust, the Grantor transfers and assigns into the trust all of the Grantor's right, title and interest in and to all furniture, house furnishings and other household articles used by the Grantor, together with all other purely personal effects, including automobiles, jewelry and clothing.

5.02 Disposition of Personal Effects. All furniture, house furnishings and other household articles, automobiles, jewelry, clothing and other purely personal effects shall be distributed to the Grantor's surviving children, share and share alike. Issue of deceased children will not receive a share of personal effects. The Grantor asks that the surviving children see that issue of deceased children receive items that have special meaning to them.

5.03 Special Instructions. In distributing the purely personal effects, the Grantor asks the Trustee to give consideration to any typed or handwritten letters of instruction which the Grantor may have prepared during lifetime which make known specific wishes and desires regarding said items. The Grantor realizes that such instructions, unless they meet the legal requirements of a modification to this trust (2.01), might not be legally binding. The Grantor asks the Trustee to consider same in making any discretionary division or distribution of such assets.

5.04 Classification. All questions as to whether any specific articles shall be included in the bequests in this Item shall be conclusively determined by the Trustee.

END OF ITEM

ITEM SIX
DISTRIBUTION OF TRUST ESTATE UPON DEATH
OF GRANTOR

6.01 Final Distribution. Upon the death of the Grantor, this trust estate shall terminate and the assets shall be distributed in equal shares to the Grantor's children, DIANE D. MORTIMER, PAULA A. KEEFE, PAMELA D. WALKER and DAVID H. DRENNING.

6.02 Deceased Child. If one of the children is deceased, then the share which he/she would have taken shall pass to his/her issue, per stirpes. If a child is deceased and not survived by issue, then his/her share shall pass to the other children of the Grantor, or his/her issue, per stirpes, if he/she is deceased.

6.03 Issue of Deceased Beneficiary. If any share of this trust which is set aside for the benefit of the issue of a deceased beneficiary of the Grantor becomes distributable to a beneficiary who is under the age of twenty-one (21) years, said property shall vest in said beneficiary, but the Trustee may, in the Trustee's discretion, retain such property in trust for the benefit of said beneficiary until he or she attains twenty-one (21) years of age or sooner dies, at which time the Trustee shall distribute the property to the beneficiary if living; otherwise, to the estate of said beneficiary. During such time as any property is retained in trust in accordance with these provisions, the Trustee is authorized, in the Trustee's discretion, to pay to, or use and apply for the benefit of said beneficiary, as much or all of the net income and the corpus of the property retained as the Trustee

deems necessary or desirable for the maintenance, support and education of said beneficiary, taking into consideration any other resources available to said beneficiary of which the Trustee has actual knowledge. The Trustee shall not make distributions which discharge the beneficiary's surviving parent's legal obligations to support and educate the beneficiary.

6.04 Contingent Disposition. If the Grantor is not survived by any of the beneficiaries of this trust, or if the line of beneficiaries designated herein should not survive to receive the corpus and accumulated income of any trust, then the Grantor directs that the corpus and accumulated income of any trust be distributed to the Grantor's heirs at law.

END OF ITEM

ITEM SEVEN
GENERAL POWERS, DUTIES AND OBLIGATIONS OF TRUSTEE

7.01 General Powers.

(a) Except as specifically provided herein, the Grantor authorizes the Trustee (including any substitute or Successor Trustee), in the exercise of a reasonable discretion with respect to all property, real or personal, at any time forming part of this trust, to exercise any or all the powers set forth in Section 3 of Chapter 110 of the Tennessee General Assembly of 1963, Tenn. Code Ann. Section 35-50-110 (including any amendments thereto) to the extent applicable, all of which provisions and powers are incorporated herein by reference as fully as if copied herein verbatim. These powers (as set out in said statute on the date of the execution of this trust) are granted notwithstanding that said statute may be amended at the time of the Grantor's death.

(b) In addition to the above powers, the Trustee shall have the following additional powers, and in the event there is any conflict between the two, the additional powers shall control.

7.02 Inventory and Accountings. The Trustee is relieved from the duty of making an inventory or accounting to any court. Any and all statutory requirements concerning accountings by the Trustee are waived. Any court of competent jurisdiction may require a formal accounting upon the application of or on behalf of any beneficiary. The Trustee shall keep accurate books and accounts of all transactions pertaining to the trust, showing all disbursements, charges for services as Trustee, receipts and

disbursements of corpus and income and all investments and changes of investments. The Trustee, not less frequently than annually, shall render to the Beneficiaries who are entitled to receive current payments of income or corpus, statements reflecting the actual condition of the trust estate and/or shares, showing all receipts, disbursements and changes of investments since the last report.

7.03 Delegation of Trust Management. The Trustee is authorized to employ attorneys, accountants, investment managers, specialists and such other agents as the Trustee shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the trust, and to delegate to said investment manager the discretionary power to acquire and dispose of assets of the trust. The Trustee may charge the compensation of such attorneys, accountants, investment managers, specialists and other agents against the trust, including any other related expenses.

7.04 Purchase of Annuities. The Grantor authorizes the Trustee to act as the "Agent" for the Grantor for the purpose of purchasing annuities. Any annuities may name the Grantor or other trust beneficiary as the annuitant. Any annuities shall be held for the exclusive benefit of the Grantor. The Grantor may exercise control over the annuity as though the Grantor holds legal title. The Trustee's sole duty with regard to any such annuities shall consist of purchasing the annuity, receiving cash from the Grantor to purchase the annuity, sending money to the insurance company issuing the annuity and

holding legal title to the contract. All other incidents of ownership shall be attended to by the Trustee as an "Agent" of the Grantor.

7.05 Dealing with Real Estate. The Trustee shall have full discretionary power to purchase, sell, convey, alter, repair, improve, partition and mortgage or otherwise encumber any real estate, and to make and execute any leases thereon for any period, however long, and beyond the term of any trust, and to execute and deliver any deeds, conveyances, mortgages, deeds of trust, transfers and assignments, without the approval of any court, joinder of any beneficiary, and without disclosing any beneficiary of any trust.

7.06 Additions to Trust Estate. The Trustee is authorized to receive, add to corpus, manage and distribute, as a part of any trust estate created herein, any additional property of any kind which any person may transfer to the Trustee by deed, will or otherwise.

7.07 Final Distribution. When the trust estate or any part thereof is to be distributed, the distribution may, at the election of the Trustee, be made all in kind or partly in kind and partly in money. It is not a requirement that trust assets be sold and liquidated at the time of distribution.

7.08 Extent of Powers. All fiduciary powers shall be broadly construed and may be exercised by the Trustee without court approval.

7.09 Compensation of Trustee. The Trustee shall receive reasonable compensation consistent with prevailing fees for like services in the community. Published fee schedules utilized by local Corporate Trustees shall represent reasonable compensation.

7.10 Dealing with Estate of Grantor. The Trustee is authorized to purchase assets from the probate estate of the Grantor without regard to whether or not the assets are of a type in which the Trustee could otherwise invest so long as the Trustee pays fair market value for same. The Trustee is authorized to loan funds to the probate estate of the Grantor upon such terms, conditions and provisions as the Trustee reasonably deems appropriate and proper.

7.11 Dealing with Trustee. No person dealing with the Trustee, or any Successor Trustee, in the capacity of purchaser, seller, acquirer, lender, tenant, lessor, lessee, contractant or otherwise shall be bound to inquire into the capacity to act on the part of the Trustee, or into the authority for, or the propriety of, any act thereof, or to see to the application or disposition of any money, or other property, paid, delivered or loaned to the Trustee.

7.12 Bond Waived. The Grantor waives the necessity of any Trustee, including Successor Trustee, posting bond.

7.13 Disclaimer by Trustee. The Trustee is authorized to disclaim or renounce any right, power or authority granted to the Trustee. Any such disclaimer filed by the

Trustee shall cause the disclaimed right, power or authority to be void ab initio and any such disclaimer shall be binding upon the trust and all successor trustees.

7.14 Administration of Trust – Administrative Actions. If this trust is being administered by more than one Trustee, with respect to any administrative action (e.g., signing checks, transferring funds), the signature of only one Trustee shall be required. Any one Trustee can act and bind the trust. Accordingly, any person dealing with one of the Co-Trustees shall not be required to secure the signature or approval of the other Co-Trustees. Co-Trustees may appoint a Managing Trustee and delegate administrative duties.

7.15 Administration of Trust - Voting. If the trust is being administered by more than one Trustee, the vote of a majority of Trustees eligible to vote shall be required with respect to all matters associated with trust administration. If two Trustees are serving, and if both are eligible to vote, unanimous agreement is required. Where a majority is required, any dissenting Trustee shall be relieved of any liability by noting the dissent in writing in the trust records. The dissenting Trustee shall thereafter take any actions required to implement the decision of the majority.

7.16 Retirement Benefits.

(a) Notwithstanding any provision to the contrary contained herein, if any trust created and administered under this document becomes the beneficiary of benefits under any pension, profit sharing or stock bonus plan, individual retirement

arrangement, Code Section 403(b) annuity or account, Code Section 457 plan, or any other retirement plan, arrangement or annuity (the "Retirement Benefits"), then the following terms and conditions shall apply to the trust:

(1) If the trust has only one current income beneficiary, then the current income beneficiary is referred to as the "Beneficiary." If the trust has more than one current income beneficiary, then the oldest current income beneficiary is referred to as the "Beneficiary."

(2) Should the trust be the designated beneficiary of any Retirement Benefits, then each year, beginning with the year of the Grantor's death, the Trustees shall withdraw from any Retirement Benefits the Required Minimum Distribution as defined in Treasury Regulation § 1.401(a)(9)-9 for such Retirement Benefits for such year, plus such additional amount or amounts as the Trustee deems advisable based on the discretionary standards for principal invasion established herein. All amounts so withdrawn (net of expenses) shall be distributed to the Beneficiary of said trust, if the beneficiary is living. If the Beneficiary of the designated trust is not living, the Trustees shall instead distribute to the contingent remainder beneficiary(ies) of said trust the amount which would have been distributed to the Beneficiary had the beneficiary been living. Distributions to any further trust shall be made in accordance with said trust provisions.

(3) The following definitions shall apply in administering this conduit. The Required Minimum Distribution for any year shall be, for each retirement Benefit:

(A) The value of the Retirement Benefit determined as of the preceding year-end, divided by;

(B) The Applicable Distribution Period; or such greater amount (if any) as the Trustee shall be required to withdraw under the laws then applicable to this trust to avoid penalty.

(4) If the Grantor's death occurred before the Grantor's "required beginning date" with respect to such benefit, the Applicable Distribution Period means the life expectancy of the Beneficiary. If the Grantor's death occurred on or after the "required beginning date" with respect to such benefit, the applicable Distribution Period means the life expectancy of the Beneficiary, or, if longer, the Grantor's remaining life expectancy.

(5) Notwithstanding the foregoing, if the Grantor's death occurred on or after the "required beginning date" with respect to such Benefit, the Required Minimum Distribution for the year of the Grantor's death shall mean:

(A) The amount that was required to be distributed to the Grantor with respect to such Benefit during each year, minus;

(B) Amounts actually distributed to the Grantor with respect to such Benefit during such year. Life expectancy, and the meaning of "required beginning date" and other terms in this paragraph, shall be determined in accordance with § 401(a)(9) of the Code and Treasury regulations thereunder.

(6) At the termination of the trust due to the Beneficiary attaining the age for distribution and/or termination of the trust, then the Beneficiary shall receive the Required Minimum Distribution direct or such greater amount as determined by the Beneficiary.

(7) In the event the Beneficiary dies before the entire distribution of the Retirement Benefit, then the Required Minimum Distributions or such greater amount shall continue to be distributed to the contingent remainder Beneficiaries of said trust. The Required Minimum Distribution remains the same as the amount distributable to the Beneficiary. The age of the contingent remainder Beneficiary is disregarded when computing the Required Minimum Distribution.

(b) After the Grantor's death, Retirement Benefits may not be used or applied for payment of the Grantor's debts, taxes, expenses of administration or other claims against the Grantor's estate; nor for payment of estate, inheritance or similar transfer taxes due on account of the Grantor's death. This paragraph shall not apply to any bequest or expense which is specifically directed to be funded with Retirement Benefits by other provisions of this instrument.

(c) If any trust created herein for which a federal or state QTIP election is made becomes the beneficiary of a Retirement Benefit, the Trustee must withdraw from such trust's share of such Retirement Benefit, in each calendar year, and deposit in such trust the greater of the following amounts:

(1) The net income of a trust's share of such Retirement Benefit for such year; or

(2) The "minimum distribution amount" which is required to be withdrawn from such share under Section 401(a)(9) of the Code or other comparable Code provisions or applicable law.

(d) Notwithstanding anything to the contrary in this instrument, at any time that any trust created herein holds Retirement Benefits, then no power of appointment contained in said trust may be exercised in favor of a Disqualified Appointee. For the purposes of this instrument, a Disqualified Appointee shall be defined as (1) any individual born in the calendar year prior to the calendar year of birth of the Grantor's oldest living issue at the time of the Grantor's death, (2) any person other than a trust or an individual, or (3) any trust that may have as a beneficiary an individual born in the calendar year prior to the calendar year of birth of the Grantor's oldest living issue at the time of the Grantor's death.

(e) At any time that any trust created hereunder holds Retirement Benefits, then an Independent Trustee of said trust shall have the right to amend, restate,

and modify the terms of said trust for the purpose of qualifying the trust as a designated beneficiary under Code Section 401(a) and the final regulations promulgated thereunder.

(f) This paragraph shall not be deemed to limit the Trustee's power and right to withdraw from a trust's share of such Retirement Benefit in any year more than the greater of the said amounts.

END OF ITEM

ITEM EIGHT
MISCELLANEOUS PROVISIONS

8.01 Creation of Grantor Trust. The Grantor and the Trustee understand that certain provisions found in this trust agreement create a "Grantor Trust" as defined under Subchapter J of the Internal Revenue Code, as amended. The Grantor is an owner of the trust for income tax purposes.

8.02 Rule Against Perpetuities. If this trust, or a part hereof, violates the rule against perpetuities, the Trustee must terminate the trust (or such part thereof) on the last date allowed by the rule and the property held in trust which violates the rule shall be distributed to the then income beneficiaries of the trust, per stirpes, notwithstanding a provision of the trust to the contrary.

8.03 Definitions.

(a) The term "Adjusted Gross Estate" shall be defined as it is in Section 6166(b)(6) of the Code.

(b) The term "Corporate Trustee" shall be defined as a banking institution with trust powers or a corporate trust company. Any Corporate Trustee must also qualify as an Independent Trustee.

(c) The term "Fiduciary" shall refer to the Personal Representative, Trustee or any Guardian named herein.

(d) The term "Independent Trustee" shall be as used in the Grantor Trust provisions (Subpart E) of Subchapter J of the Internal Revenue Code. Specifically, an

Independent Trustee is a Trustee who is not, with respect to the person or persons with the right to appoint the Trustee, a Related or Subordinate Party as those terms are defined in Internal Revenue Code Section 672(c), as amended.

(e) The term "issue" means all descendants of the Grantor of any degree, including adopted children of the Grantor or any beneficiary designated or described in this trust. Every descendent (by blood or adoption) of such adopted child or beneficiary shall have the same status under this trust as one of the Grantor's blood descendants.

(f) The term "Personal Representative" shall refer to any Executor or Administrator appointed by any Court having jurisdiction over the Grantor's estate.

(g) The term "Trustee" shall refer to any Successor or Co-Trustee named or appointed as provided herein.

8.04 Spendthrift Provision. No person who is a beneficiary under any of the provisions of this trust estate shall have the right, power or authority to voluntarily or involuntarily assign, give, grant, sell, convey, mortgage, pledge or otherwise dispose of, encumber or anticipate the income, or any installment thereof, or any share in the corpus, until same is actually transferred or paid to such beneficiary. Any such attempted assignment is void. The income and corpus of the trust estate shall not be subject to execution or any other legal process for any debt or liability, including the claim of a spouse or former spouse.

8.05 Contest. Should any beneficiary contest the validity of this trust or any provisions herein, then the beneficiary contesting the trust shall forfeit his/her share. The share for said beneficiary shall lapse and the assets shall be distributed as though the beneficiary is deceased. In the event that a contest is initiated, the Trustee is directed to aggressively defend the contest, employing legal counsel and other professionals to the extent the Trustee deems necessary in the sole, absolute and uncontrolled discretion of the Trustee. All expenses incurred by the Trustee in defending a contest shall be paid by the trust.

8.06 Legal Disability. If a beneficiary eligible to receive net income or corpus distributions is a minor or is under legal disability, or in the opinion of the Trustee is incapable of properly managing his or her financial affairs, the trustee may make distributions directly to the beneficiary, to a lawful guardian of the beneficiary, or to a custodian selected by the trustee for the beneficiary under a Uniform Transfer to Minors Act or similar applicable law, or may otherwise expend the amounts to be distributed for the benefit of the beneficiary in such manner as the trustee considers advisable. As used throughout this instrument, the term "lawful guardian" shall mean successively in the order named (i) the court-appointed guardian of the estate, (ii) either parent, or (iii) the individual having personal custody, whether or not a court-appointed guardian where no guardian of the estate has been appointed.

END OF ITEM

ITEM NINE
PROVISIONS FOR SUCCESSOR TRUSTEE

9.01 Successor Trustee - Resignation by Grantor. If the Grantor resigns as Trustee, the Grantor shall be succeeded by such person or banking institution with trust powers as the Grantor shall appoint. Upon failure to appoint a Successor Trustee, then the Trustee named in the next paragraph shall serve.

9.02 Successor Trustee - Disability or Death of Trustee. Following such time as the Grantor is unable, by reason of illness, old age or other infirmity to handle legal or personal affairs, or in the event of the death of the Grantor, then DAVID H. DRENNING shall serve as Successor Trustee. If DAVID H. DRENNING is unable or unwilling to serve as the Trustee, then PAMELA D. WALKER shall serve. If PAMELA D. WALKER is unable or unwilling to serve as the Trustee, then PAULA A. KEEFE shall serve.

9.03 Determination of Disability. For purposes of this trust, a Trustee shall be deemed disabled, terminating a Trustee's authority to serve as a Trustee, upon receipt by the Co-Trustee or Successor Trustee of a letter or affidavit signed by one (1) physician or licensed psychologist stating that he/she has examined the Trustee within the immediate preceding thirty (30) days and that he/she is of the opinion that the Trustee, because of illness, accident, age or other infirmities is unable to handle financial affairs. The same procedure may be used to declare any beneficiary disabled or incapacitated. Receipt of

said letter or affidavit shall be conclusive evidence of the Trustee or Successor Trustee's authority to act as provided herein.

9.04 Resignation of Trustee. The Trustee may resign at any time by delivering a resignation, in writing, to the Grantor, if surviving. If the Grantor is not surviving, then same shall be delivered to the then adult sui juris beneficiaries, and if none, then to the natural or legal guardians or conservators of the non-adult or non sui juris beneficiaries. The resignation shall be effective as of the date indicated in the instrument of resignation. Such date shall be no earlier than thirty (30) days after the date of delivery of the resignation. The resigning Trustee shall deliver to the Co-Trustee or Successor Trustee all trust assets and the resigning trustee shall be relieved from any further duties and responsibilities and shall not be liable for any acts of any Successor Trustee. If no Successor Trustee is appointed or able or willing to serve, the resigning Trustee may deliver trust assets to any Court having jurisdiction over the parties or this trust.

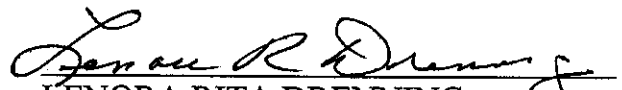
9.05 No Court Approval. No court shall be required to approve or ratify the withdrawal, removal and/or appointment of a Trustee as allowed herein. The withdrawal, removal and/or appointment of a Trustee shall be reflected in the trust records maintained by the Trustee. Notice may be given by the filing of a Memorandum of Trust in the Office of the Register of Deeds in the county where the principal office of the trust is located, or in the county where any real property is located, or where any beneficiary resides. Nothing in this paragraph restricts the unlimited authority of a court having

jurisdiction over the trust assets to remove a Trustee or appoint a Successor Trustee upon application by any interested party.

END OF ITEM


IN WITNESS WHEREOF, the Grantor and the Trustee have executed this Agreement.


LENORA RITA DRENNING
a/k/a LENORA R. DRENNING, Grantor


LENORA RITA DRENNING
a/k/a LENORA R. DRENNING, Trustee

WITNESSES TO GRANTOR'S SIGNATURE

The foregoing instrument was, at the date hereof, by the said LENORA RITA DRENNING a/k/a LENORA R. DRENNING, signed, published and declared to be the LENORA RITA DRENNING LIVING TRUST in the presence of us, who, at her request and in her presence and in the presence of each other, have signed our names as attesting witnesses hereof, the day and year first above written; and we do hereby attest to the sound and disposing mind of said Grantor and to the performance of the aforesaid act of execution on the date hereinabove set out.


Steven White Daniel

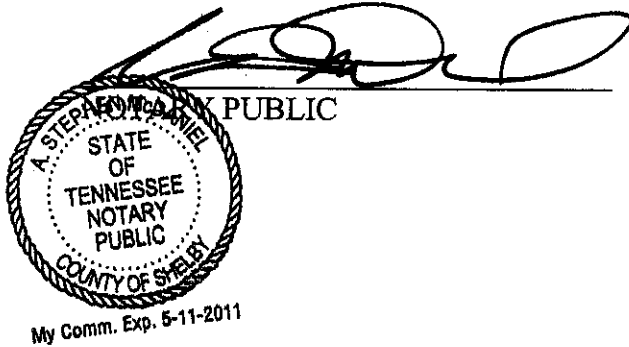
Memphis, TN
Memphis TN

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared LENORA RITA DRENNING a/k/a LENORA R. DRENNING, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this the 13 day of Feb, 2009.

My Commission Expires




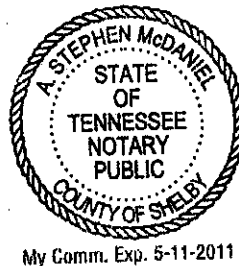
**STATE OF TENNESSEE
COUNTY OF SHELBY**

BEFORE ME, the undersigned Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared LENORA RITA DRENNING a/k/a LENORA R. DRENNING, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged upon oath or affirmation that she executed the within instrument for the purposes therein contained, and who further acknowledged upon oath or affirmation that she is the duly appointed and serving Trustee of the LENORA RITA DRENNING LIVING TRUST dated the 16th day of November, 1996, as amended and restated the 13th day of February, 2009, the maker or a constituent of the maker, and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker for the purposes therein contained.

WITNESS my hand, at office, in Memphis, Shelby County, Tennessee this 13 day of Feb, 2009.

My Commission Expires:


NOTARY PUBLIC



WITNESS AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF SHELBY

and

Steve M. Drenning
Taylor B. Besser

after being first duly sworn or affirming, make oath and affirm that the foregoing trust was signed by LENORA RITA DRENNING a/k/a LENORA R. DRENNING and at that time was acknowledged, published and declared by the Grantor to be the LENORA RITA DRENNING LIVING TRUST dated the 16th day of November, 1996, as amended and restated the 13th day of February, 2009, in the sight and presence of us, the undersigned, who, at her request and in her sight and presence and in the sight and presence of each other, have subscribed our names as attesting witnesses on this the 27th day of February, 2009; and we further make oath or affirm that the Grantor was of sound mind and disposing memory, and not acting under the fraud, menace or undue influence of any person, and was more than eighteen (18) years of age, and that each of us is more than eighteen (18) years of age.

Steve M. Drenning
Taylor B. Besser

Witness my hand and Notarial Seal at office this 13 day of FEB, 2009.

Marie Wilson
NOTARY PUBLIC



My Commission Expires

G:\docs\3001.302\Lenora Rita Drenning Living Trust (2009).docx

My Comm. Exp. 4-26-2011

ACCEPTANCE BY SUCCESSOR TRUSTEE

The undersigned, DAVID H. DRENNING, does hereby acknowledge appointment as Successor Trustee of this Trust Agreement and upon assumption of the duties and responsibilities of Trustee agrees to follow the terms, conditions and provisions contained therein.

DAVID H. DRENNING

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared DAVID H. DRENNING, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, ____.

NOTARY PUBLIC

My commission expires:

ACCEPTANCE BY SUCCESSOR TRUSTEE

The undersigned, PAMELA D. WALKER does hereby acknowledge appointment as Successor Trustee of this Trust Agreement and upon assumption of the duties and responsibilities of Trustee agrees to follow the terms, conditions and provisions contained therein.

PAMELA D. WALKER

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared PAMELA D. WALKER, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, _____.

NOTARY PUBLIC

My commission expires:

ACCEPTANCE BY SUCCESSOR TRUSTEE

The undersigned, PAULA A. KEEFE does hereby acknowledge appointment as Successor Trustee of this Trust Agreement and upon assumption of the duties and responsibilities of Trustee agrees to follow the terms, conditions and provisions contained therein.

PAULA A. KEEFE

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared PAULA A. KEEFE, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, _____.


NOTARY PUBLIC

My commission expires:

SCHEDULE "A"
TRUST ASSETS\TRANSFER DOCUMENT

The undersigned, LENORA RITA DRENNING, does this 13 day of Feb, 2009, transfer and assign unto LENORA RITA DRENNING, Trustee of the LENORA RITA DRENNING LIVING TRUST dated the 16th day of November, 1996, as amended and restated the 13th day of February, 2009, the following property:

1. All assets of every kind and character and wherever located.


LENORA RITA DRENNING
a/k/a LENORA R. DRENNING

AFFIDAVIT OF INCAPACITY

The undersigned, a duly licensed physician or psychologist, practicing medicine in the County in which this document is signed and notarized does hereby state as follows:

1. I am a duly licensed physician or psychologist, having practiced for a period of _____ years.

2. Within the thirty (30) day period prior to the giving of this Affidavit, I conducted an examination of LENORA RITA DRENNING.

3. LENORA RITA DRENNING suffers from _____ and has for the past _____.

4. In my professional opinion, as a licensed physician or psychologist, LENORA RITA DRENNING, by reason of the above condition is presently incapable of managing estate, financial, personal, and legal affairs.

WITNESS my hand this _____ day of _____, _____.

STATE OF TENNESSEE
COUNTY OF SHELBY

BEFORE ME, the undersigned Notary Public, within and for said County and State, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted, and who, under oath, stated that he/she signed the foregoing Affidavit of Incapacity as his/her free act and deed.

WITNESS my hand and Notarial Seal at office, this _____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires:
